

17-88

**INTERGOVERNMENTAL AGREEMENT
FOR SUBLEASE OF JUSTICE COURT FACILITIES**

Navajo County ("County") by and through the undersigned Navajo County Manager and the Town of Pinetop-Lakeside ("Town") by and through the undersigned Town Manager pursuant to Resolution No. 135 of the Town of Pinetop-Lakeside, do hereby agree as follows:

1. The duration of this sublease shall be for a period of five years from the date of the execution of this document. The term may be extended upon mutual agreement of both parties in writing on or before the expiration date of the five-year term hereof. Said extension may be based on new terms and conditions as deemed necessary by the Town and subject to approval by both parties. Notwithstanding the above, the parties understand that this agreement is subject to cancellation by action of any successor Town Council or County Board of Supervisors as may be elected in Town or County. It is further agreed that if the agreement is cancelled by action of such future Council or Board, no damages to any of the respective parties shall result from such cancellation.

2. The purpose of this Intergovernmental Agreement is to permit Navajo County to sublease a portion of the Town Civic Center as more fully described in Attachment A, made a part hereof by reference, for the purpose of housing a Justice Court

facility to be used by the Justice Court for the precinct applicable hereto. The total square footage proposed for the sublease is approximately 1650 square feet as more fully set out and in accordance with Attachment A. The facility will be remodeled to the specifications set out by the Town and subject to a signed approval by an authorized official of the County.

3. Both parties recognize that County has provided use of its Justice Court facility to Town, free of charge, since the inception of Town's Magistrate Court. For and in consideration thereof, Town agrees to sublease a portion of the Town Civic Center to the County at no rental charge from the date of the execution hereof through and including the month of May, 1989. After said month, Navajo County will pay to the Town a monthly rental in the amount of THREE HUNDRED SEVENTY-FIVE DOLLARS (\$375.00).

4. The Town further agrees to furnish all of the building materials and to supervise the remodeling of the above-described subleasehold. The County will furnish the necessary labor by force account for the proposed remodeling.

5. The Town will provide necessary building maintenance at no cost to the County.

6. The Town will install a meter for measuring the propane usage, and the Town and the County will share on a 50/50 basis the cost of said utility. Likewise, the Town and the County will share the cost of the electric bill and phone

bill for the facility on a 50/50 basis and will also share the janitorial cost of cleaning the facility on a 50/50 basis. The sharing of the costs mentioned in this paragraph will apply immediately, both during the rent-free period and during the remainder of the term hereof.

7. The Town will maintain in effect property damage and liability insurance covering the entire facility.

8. The Town and the County agree that each will hold the other harmless from any liability caused by the conduct of that party's agents, officers, or employees.

9. The parties agree that all improvements made to the facilities will remain the property of the Town upon the expiration of the term of this sublease or of any extensions of this sublease.

10. The finances of the facility shall be derived from tax revenues and any other grant proceeds available to the Town or the County.

11. Both parties reserve the right to terminate this sublease if at any time either party determines in good faith that they no longer have the budgetary revenues to sustain this financial obligation. In that event, either party will give written notice to the other and be permitted to terminate the sublease as of the end of the fiscal year in which the notice is given.

12. Prior to the execution of this agreement, the undersigned individuals were authorized by their respective governmental agencies through formal legal action in an open meeting.

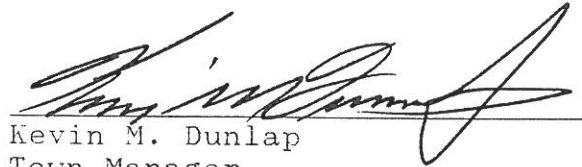
NAVAJO COUNTY



Ed Koury
County Manager

DATED: 2-3-88

TOWN OF PINETOP-LAKESIDE

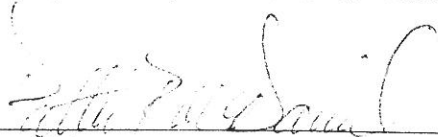


Kevin M. Dunlap
Town Manager

DATED: 1/26/88

As attorney for the Town of Pinetop-Lakeside, I hereby certify that this Agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Pinetop-Lakeside.

MANGUM, WALL, STOOPS & WARDEN



Town Attorneys

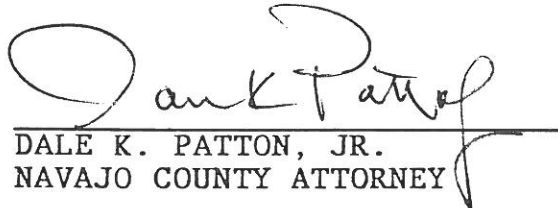
DATED: 1-20-88

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

This Intergovernmental Agreement, which is an agreement between Navajo County and the Town of Pinetop/Lakeside, has been reviewed pursuant to A.R.S. §11-952 and §11-251 by the undersigned Navajo County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Navajo County Attorney.

DATED this 1st day of ~~January~~ ^{Feb.}, 1988.


DALE K. PATTON, JR.
NAVAJO COUNTY ATTORNEY

MICROFILMED
INDEXED

FEE # 88 01434
RECORDED AT THE REQUEST OF
Navajo County Board of Supervisors
ON FEB 03 1988 PM -1 30
IN DOCKET 902 PAGE(S) 288-292 incl.
OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA
JAY H. TURLEY, RECORDER

